

## PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT (hereinafter "Agreement") made and entered as of this \_\_\_\_ day of August, 2007 by and between THE CITY OF LEESBURG (hereinafter "CITY"), whose address is 501 W. Meadow Street, P.O. Box 490630, Leesburg, Florida 34749-0630, and ALLIED UNIVERSAL CORPORATION, whose address is 3901 N.W. 115 Avenue, Miami, Florida 33178 (hereinafter "ALLIED").

### WITNESSETH:

WHEREAS, ALLIED is the current owner of the property located at 2320 Carver Drive in Leesburg, Florida, which was formerly utilized as a manufacturing facility for the production of water treatment chemicals. As a result of historical industrial activities, groundwater contamination exists at, under and around the ALLIED property.

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has approved a Simplified Remedial Action Plan and Simplified Remedial Action Plan Addendum which requires ALLIED to construct and operate a groundwater remediation treatment system pursuant to statutes and rules administered by the FDEP.

WHEREAS, CITY is the owner in fee simple of the following described real property located in Lake County, Florida, and more particularly described as follows:

See Exhibit "A" attached hereto for Survey  
description of tracts covered by this Agreement.

WHEREAS, ALLIED is required to use the Property for limited site assessment and remediation activities as required by the Florida Department of Environmental Protection.

WHEREAS, CITY has agreed to allow ALLIED to temporarily access the Property to install and operate the groundwater recovery wells and remediation system in accordance with the terms and provisions set forth in this Agreement.

WHEREAS, the CITY has issued and ALLIED has accepted Industrial User Discharge Permit #2009-G006-99999 to ALLIED for the discharge of remediation groundwater from the remediation system to the CITY's wastewater treatment system.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions hereinafter set forth to be kept and performed by the respective parties hereto, as well as in consideration of the sum of one dollar (\$1.00) and other valuable considerations, it is agreed and covenanted by the parties hereto as follows:

1. The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes in this Agreement.

2. CITY grants to ALLIED access to the Property for two (2) parcels, approximately ten by ten feet (10' x 10') in size, located between 2320 Carver Drive and Stinson Street, as shown on the Survey as Exhibit "A" (the "Property"). ALLIED shall have the non-exclusive right to access the Property in order to install the groundwater recovery wells and groundwater remediation equipment on the Property and to conduct the groundwater remediation and monitoring activities required by the

FDEP.

3. The above-described Property contains two (2) separate parcels of approximately a total of 200 square feet. For the use of the Property for a period commencing as of the date of this Agreement and ending January 20, 2009, ALLIED has paid CITY in advance the sum of one dollar (\$1.00) per year as agreed upon rent under this Agreement.

4. This Agreement shall automatically renew on an annual basis under the same terms and conditions unless either CITY or ALLIED provides the other party with ninety (90) days prior written notice that the Agreement will not be renewed. This Agreement supersedes and controls over any prior Agreements or contracts between the parties in regard to the Property. However, notwithstanding any other provision of this Agreement, City may cancel this Agreement by giving written notice not less than 45 days prior to the termination date, if City receives notice that this Agreement or the activities of Allied on the Property constitute a breach or default by the City under the terms of the grant secured by the City to fund its acquisition of the abandoned railroad right of way of which the Property is a part. Upon receipt of such notice, Allied shall by no later than the specified termination date take all steps required of it upon expiration of this Agreement as provided in Section 13 below.

5. The current remediation time period estimate for the Property is approximately two (2) years. This remediation period may be extended if required by the Florida Department of Environmental Protection. While the remediation project is on-going, ALLIED will update CITY on remediation project status by way of routine status reports which will be submitted to the FDEP. ALLIED will send a copy of the status reports to CITY via the City Environmental Department, and ALLIED will also send a copy of the FDEP cover letter, without the status report, to CITY via the Deputy City Manager.

6. ALLIED shall install two (2) deep groundwater recovery wells on the Property as required by the FDEP. ALLIED will construct two (2) privacy fence equipment compounds around each of the two (2) deep recovery wells. Said privacy fences will be constructed to a height of six feet (6'). ALLIED shall also construct and maintain two (2) underground pipes, utilized for carrying groundwater to the City sewer manhole, located on Stinson Street. ALLIED, at its sole cost and expense, shall obtain all required permits from applicable governmental agencies to construct the improvements on the Property.

7. CITY also grants to ALLIED the right of ingress and egress to the above described Property on and over the adjacent real property owned by CITY for the purpose of installing, maintaining, and removing groundwater recovery wells and remediation equipment, including underground piping running from the Property to an off-site location (hereinafter "remediation equipment"). ALLIED will operate the remediation equipment in compliance with the rules administered by Florida Department of Environmental Protection. ALLIED shall submit to CITY a complete copy of the construction plans and drawings for the remediation equipment, and ALLIED shall not construct or operate the remediation equipment until the CITY has approved the plans and issued any necessary permits required for the installation and operation of the remediation equipment.

8. ALLIED shall at its own expense improve the Property as is necessary for installation and operation of the remediation equipment, and all expenses and costs incurred in the operation of

the remediation equipment shall be the sole responsibility of ALLIED, and ALLIED hereby expressly assumes all liability for any and all debts and encumbrances arising out of said use and operation of the remediation equipment during the term of this Agreement. ALLIED shall not in any manner encumber or otherwise create or permit a lien upon the Property or any other property of CITY. ALLIED shall submit to CITY a complete copy of the construction plans and drawings for the remediation equipment, and ALLIED shall not construct or operate the remediation equipment until the CITY has approved the plans and issued any necessary permits required for the installation and operation of the remediation equipment.

9. It is understood and agreed that during the term of this Agreement it shall be the responsibility of ALLIED to maintain all privacy fences and other improvements installed with the remediation equipment. ALLIED shall be responsible for any damage to the privacy fences resulting from natural causes or as a result of ALLIED'S operations. CITY shall incur no liability for damage to the remediation equipment or any other property of ALLIED for any reason whatsoever.

10. CITY and its representatives may enter and inspect the Property or any portion thereof at any time during the term of this Agreement. In the event the remediation equipment interferes with the future use of the Property as reasonably necessary by the CITY, the CITY may request that ALLIED remove and relocate the remediation equipment to accommodate the reasonable use of the Property requested by the CITY.

11. CITY will provide electrical power to the remediation equipment compounds and will have electric meters installed inside the remediation equipment compounds. ALLIED will provide CITY with keys to the remediation equipment compounds to allow CITY to enter the remediation equipment compounds to read the electric meters and respond to any emergencies that occur therein.

12. In addition to any other right that CITY may have, ALLIED shall indemnify, defend, reimburse, and hold harmless CITY from and against any claim for environmental damages made during the term of this Agreement or after ALLIED surrenders possession of the Property which claim arises out of ALLIED's use and occupation of the Property during the term of this Agreement. Also, Allied shall indemnify the City and hold it harmless against any claim or cause of action, loss or damage, arising from any conflict between this Agreement or Allied's activities on the Property, and the terms governing use of the Property as imposed by any grant through which the City obtained funding for the acquisition of the abandoned railroad right of way of which the Property is a part.

13. It is agreed by the parties hereto that at the expiration of this Agreement, or any renewal or extension thereof, all buildings, fences, remediation equipment, wells, pipes, concrete slabs, and culverts shall be removed from the Property, and that ALLIED shall, at the expiration of this Agreement, release any rights or claims to the aforementioned items. ALLIED shall remove all remediation equipment and any other personalty owned by it from the Property on or before the expiration of this Agreement unless otherwise provided elsewhere in this Agreement. ALLIED shall properly abandon the recovery wells in compliance with applicable FDEP and St. Johns River Water Management District regulations. ALLIED shall restore the Property to its original condition upon expiration of the Agreement (i.e. unpaved surface). The equipment removal and restoration work shall be performed by ALLIED at its sole cost and expense and must be completed no later than sixty (60) days after the expiration of this Agreement.

14. ALLIED shall at all times be alert to any erosion on the Property, and shall not cause or permit any erosion. If any erosion does occur, ALLIED shall immediately take whatever action is necessary to stop the erosion, and to immediately repair any damage caused thereby.

15. It is expressly understood and agreed that ALLIED is acting on its own behalf and that ALLIED is not an employee, contractor or agent of CITY.

16. ALLIED shall be solely responsible for any property damage or personal injury sustained by any of its employees, contractors, agents, guests or invitees entering upon the property, and ALLIED shall defend, save, and hold CITY harmless from and against any and all claims, debts, liabilities, and causes of action incurred or in any way arising out of ALLIED'S use and occupation of the Property. ALLIED shall obtain and keep in full force during the term of this Agreement: (a) Workers Compensation Insurance; and (b) Bodily Injury and Property Damage Insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limit, and ALLIED shall be responsible for the premiums therefore. Prior to the commencement of any work at the Property, ALLIED shall provide the CITY with a certificate of insurance naming the City of Leesburg as an additional insured.


17. In the event ALLIED fails to keep and perform any and all of the conditions and covenants herein contained to be kept and performed by ALLIED, including compliance with all terms and provisions of the Industrial User Discharge Permit, CITY shall notify ALLIED in writing of such failure. ALLIED shall have ten (10) calendar days to remedy such failure to CITY'S specifications. If ALLIED fails to correct such failure, or continues to neglect to perform any of the conditions and covenants of this Agreement to be kept and performed by ALLIED, CITY shall have the right to exercise all rights and remedies available to CITY under Florida law and CITY shall also have the right to retake possession of said Property, and such retaking shall not waive any rights or claims that CITY may have against ALLIED for the failure of ALLIED to keep and perform said conditions and covenants.

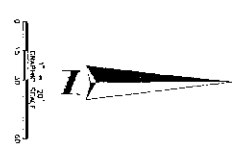
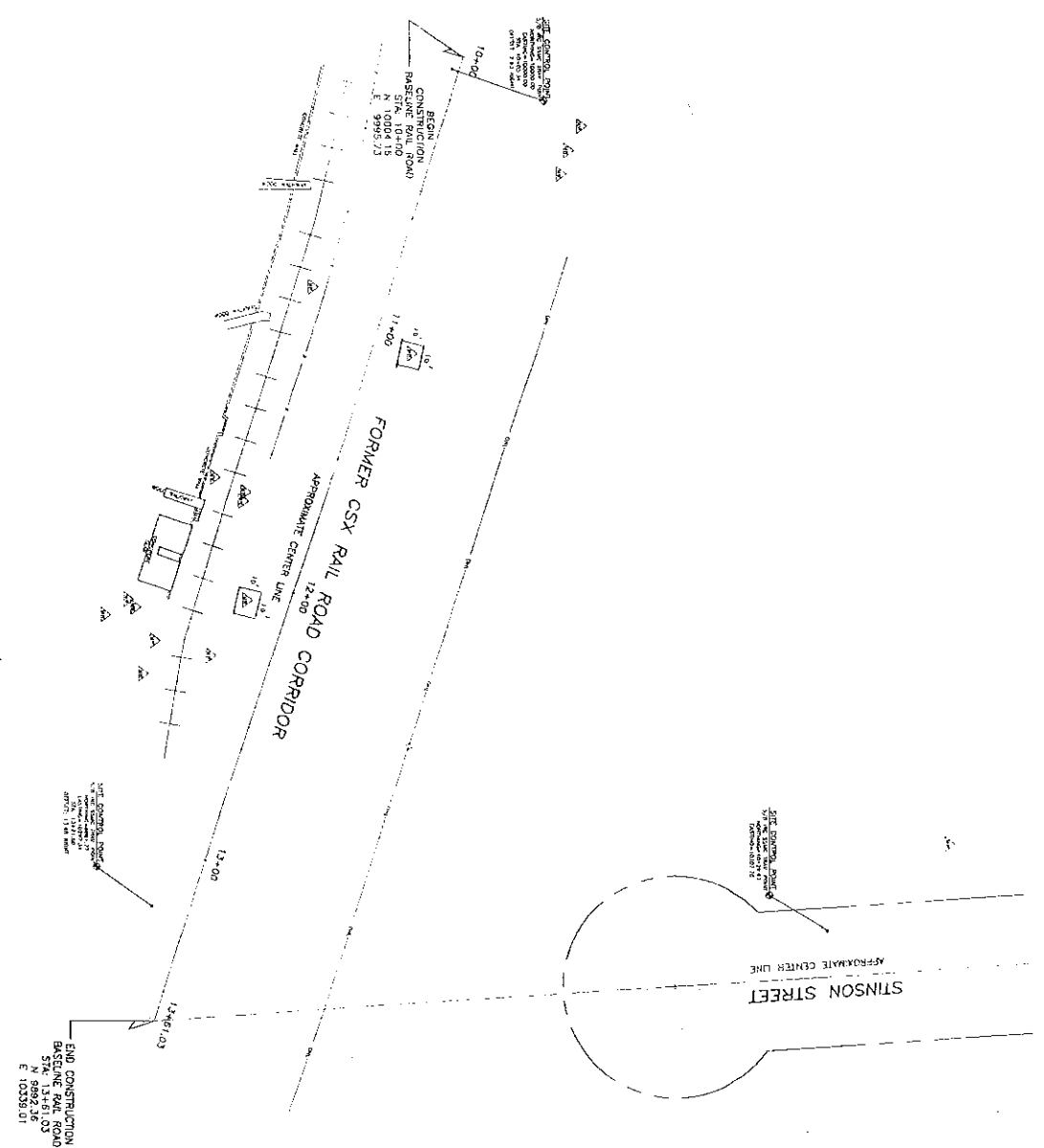
18. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement and the Property shall not be assigned by ALLIED without the prior written consent of CITY.

19. Addresses for Payments and Notices. All notices to a party hereunder shall be sent by United States mail, postage prepaid, properly stamped, and addressed as follows:

To the CITY:

City of Leesburg  
Attn: Mr. Jay M. Evans  
Deputy City Manager  
501 W. Meadow Street (P.O. Box 490630)  
Leesburg, FL 34749-0630


  
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 TO BE L.S. KES

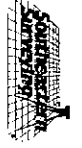


- APPENDIX A: LEGEND**
- △ = Survey Point
  - = Total Station
  - = Right of Way
  - = Center Line
  - = Road Line

**DISCLAIMER:**  
 A portion of the former CSX Railroad Corridor located in Section 22, Township 19 North, Range 24 East, Tenth Principal Meridian.

- WORKING NOTES:**
1. This survey was conducted on the former CSX Railroad Corridor, located in Section 22, Township 19 North, Range 24 East, Tenth Principal Meridian. The survey was conducted on the former CSX Railroad Corridor, located in Section 22, Township 19 North, Range 24 East, Tenth Principal Meridian.
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**NOTICE OF ABANDONMENT:**  
 This survey is conducted in those instances where the land is owned by the State of North Carolina. The survey was conducted on the former CSX Railroad Corridor, located in Section 22, Township 19 North, Range 24 East, Tenth Principal Meridian.

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| <b>Topographic Survey</b>  |                                 |
| Date: 11/1/2009<br>Station: 5088001  | Name: [Blank]<br>Title: [Blank] |
| Allied Technical Corporation   |                                 |
| Former CSX RR Corridor East-West End   |                                 |
| [Signature]  |                                 |